

RESOLUTION NO. 2025- 119

A RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH MONTROSE ENVIRONMENTAL SOLUTIONS, INC., ROBBINSVILLE, NJ TO PROVIDE ENGINEERING SERVICES FOR PFAS PILOT TESTING AT MULTIPLE WATER UTILITY PUMPING STATIONS AS REQUIRED BY THE EPA/NJDEP, IN AN AMOUNT NOT TO EXCEED \$59,465.00.

WHEREAS, the City Council of the City of Vineland has adopted Resolution No. 2024-623, a Resolution pre-qualifying certain firms to submit proposals for as needed Engineering Services; and

WHEREAS, the City of Vineland Water Utility has a need for Engineering Services to provide for PFAS Pilot Testing at Multiple Water Utility Pumping Stations as required by the EPA/NJDEP; and

WHEREAS, the Director of Municipal Utilities has recommended that a contract for the required services be awarded to Montrose Environmental Solutions, Inc., Robbinsville, NJ, in accordance with Professional Services Contract No. C25-0187 and Montrose Environmental Solutions' proposal dated February 13, 2025, pursuant to a fair and open process; and

WHEREAS, this contract is awarded in an amount not to exceed \$59,465.00 for the contract period February 1, 2025 through January 31, 2026; and

WHEREAS, the availability of funds for said Professional Services Contract to be awarded herein have been certified by the Chief Financial Officer; and

WHEREAS, the Local Public Contract Law (N.J.S.A. 40A:11-1, et seq) requires that the Resolution authorizing the award of contract for Professional Services without competitive bidding and the contract itself must be available for public inspection .

1. NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Vineland that said contract for Professional Services to provide Engineering Services for PFAS Pilot Testing at Multiple Water Utility Pumping Stations as required by the EPA/NJDEP, be awarded to Montrose Environmental Solutions, Inc., Robbinsville, NJ, in accordance with Professional Services Contract No. C25-0187 and in accordance with proposal dated February 13, 2025, pursuant to a fair and open process, in an amount not to exceed \$59,465.00 for the contract period February 1, 2025 through January 31, 2026.

Adopted: March 11, 2025


\_\_\_\_\_  
President of Council pfs

ATTEST:

\_\_\_\_\_  
City Clerk rgf



**REQUEST FOR RESOLUTION FOR CONTRACT AWARDS UNDER  
40A:11-5 EXCEPTIONS  
(PROFESSIONAL SERVICES, EUS, SOFTWARE MAINTENANCE, ETC)**

1. GOODS OR SERVICES (DETAILED DESCRIPTION): Engineering Services for PFAS Pilot Testing at Multiple Water Utility Pumping Stations within the City of Vineland as required by the EPA/NJDEP.
  
2. TYPE:  RFP  RFQ      NUMBER: 2024-51  
  
 NON-FAIR & OPEN (PAY TO PLAY DOUCMENTS REQUIRED)  
 FAIR & OPEN: HOW WAS RFP ADVERTISED? Identified Subject Matter Expert with PFAS Studies
  
3. AMOUNT TO BE AWARDED: \$59,465.00  
 ENCUMBER TOTAL AWARD       ENCUMBER BY SUPPLEMENTAL RELEASE
  
4. BUDGETED ITEM:  YES       NO      ACCOUNT NUMBER: 5-07-55-512-8002-52000
  
5. CAPITAL ORDINANCE:  YES  NO      ORDINANCE NUMBER: N/A
  
6. TRACKING ID(S): W322A      COMMODITY CODE(S): 885
  
7. CONTRACT PERIOD (IF APPLICABLE): N/A
  
8. DATE TO BE AWARDED: March 25, 2025
  
9. RECOMMENDED VENDOR NAME AND ADDRESS: Montrose Environmental Solutions, Inc.  
500 Horizon Drive, Suite 540, Robbinsville, NJ 08691
  
10. JUSTIFICATION FOR VENDOR RECOMMENDATION (INCLUDE ADDITIONAL INFORMATION FOR COUNCIL):  
Experienced based professionals to provide testing for polyfluoroalkyl substances (PFAS) at Water Utility Wells 2,3,4,5,6,9,12 and 14 as required by the Environmental Protection Agency and the New Jersey Department of Environmental Protection in which a time sensitive schedule exists for the scope of work.
  
11. EVALUATION PERFORMED BY: Superintendent William G. Kennedy, Jr.  
(NAME, TITLE AND EXTENSION NUMBER)
  
12. APPROVED BY:   
SIGNATURE (DIRECTOR, DEPARTMENT HEAD, SUPERVISOR)
  
13. ATTACHMENTS:  AWARDDING PROPOSAL       OTHER: \_\_\_\_\_

COPY TO:  
PurchasingOffice@vinelandcity.org



The Future of  
Environmental Solutions

OPPORTUNITY NUMBER: OPP-2025-01-29-065505 **Rev.1**

January 29, 2025

February 13, 2025 **Rev.1**

Bill Kennedy– Superintendent  
City of Vineland Water & Sewer Utility  
330 E. Walnut Road  
Vineland, NJ 08360

**Electronic Mail Delivery Only**  
[bkennedy@vinelandCity.org](mailto:bkennedy@vinelandCity.org)

**RE: Proposal for Engineering Services & PFAS Rapid Small-Scale Column Test  
City of Vineland Water Utility, Vineland NJ**

Dear Mr. Kennedy:

Montrose Environmental Solutions, Inc. (Montrose) is pleased to provide the following proposal for professional engineering services for the City of Vineland Water and Sewer Utility, Vineland, New Jersey, for addressing per and polyfluoroalkyl substances (PFAS) detected in eight (8) municipal wells with concentrations above one or more PFAS maximum contaminant levels established by the Environmental Protection Agency (EPA). Our proposal includes:

- Professional engineering services,
- the PFAS rapid small-scale column testing of five adsorption media,
- Associated PFAS laboratory fees,
- A final summary report of the RSSCT test results, and
- A capital and operation and maintenance (O&M) treatment budget for each viable adsorption media.

## 1 MONTROSE PFAS EXPERIENCE

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As you know, Montrose has been providing professional services to the City of Vineland Water Utility since 2011, working under annual contracts/purchase orders. Services provided included working with the water utility to resolve issues with existing treatment facilities, preparing bid specifications for various projects and NJDEP permit acquisitions for these projects, and review of miscellaneous construction contracts completed by others for the Water Utility.

ECT2, part of the Montrose family, has installed over 360 PFAS treatment systems in the United States (U.S.), Europe and Australia since 2016, and has treated approximately 10 billion gallons of highly variable water matrices. Given the unique capability of our technology, we have been able to remove approximately 70 different PFAS compounds to non-detect levels which are well below regulatory thresholds across various government requirements globally. Our largest industrial installation treats over 8 million gallons per day (MGD). Our longest-running installation has been consistently treating water to non-detect PFAS concentrations since 2017.

Our experience is based on some of the most complex, field-tested implementations in the U.S., Europe and Australia. We have:

- successfully removed all short-chain and long-chain compounds targeted by our clients.
- By maximizing the concentrations of PFAS and minimizing the volume of waste using our resin regeneration process, we enable efficient PFAS destruction and reduce media disposal volumes.



- Our varied and patented technologies underpin some of the largest and most complex PFAS removal systems in the world for some of the most advanced industrial and government clients.
- Montrose's emerging technology research and development laboratory is in Wilmington, North Carolina.
- Montrose's Enthalpy Laboratories have several specialty ultrafiltration analytical laboratories dedicated to PFAS and emerging contaminants analyses.

## 2 PROJECT UNDERSTANDING

Montrose personnel have reviewed the available PFAS analytical results from the City's various municipal wells and the associated treatment plants. Current data indicate exceedances of the MCL for one or more PFAS at the following treatment plants: TP002003 for Well 2 and Well 3, TP004008 for Well 4, TP005010 for Well 5, TP006012 for Well 6, TP902022 for Well 9, TP012031 for Well 12 and TP19044 for Well 14. Montrose's assessment of the information is as follows:

### 1. Municipal Wells and Treatment Systems:

- Wells are essentially within the same aquifer.
- All treatment systems are nearly identical, involving air stripping followed by a clear well where pH adjustment, corrosion inhibitor, and chlorination occur.
- Individual treatment plants meet drinking water standards, except for PFAS.

### 2. PFAS Concentrations:

- PFAS concentrations are consistently low, ranging from single digits to teens in parts per trillion (ppt).
- Carbon and resins can remove PFAS from drinking water. The City will need to provide input on the standards and the number of PFAS (both regulated and unregulated) the treatment systems should be designed to address.

### 3. Rapid Small Scale Column Test (RSSCT):

Montrose's approach involves conducting a Rapid Small Scale Column Test (RSSCT), which are used to evaluate the adsorption efficiency of various adsorbents for removing micropollutants from water. Key steps involved in performing a RSSCT are:

- Preparation of Adsorbent:** The adsorbent material is ground to a smaller particle size to simulate the conditions of a full-scale column.
- Column Setup:** A small-scale column is packed with the prepared adsorbent. The column dimensions and packing density are carefully controlled to ensure consistency.
- Water Sample Preparation:** The water sample containing the target micropollutants is prepared.
- Flow Rate Adjustment:** The flow rate of the water through the column is set. This is a critical parameter as it affects the contact time between the water and the adsorbent.



- e. **Running the Test:** The water sample is passed through the column. The effluent (water exiting the column) is collected at regular intervals for analysis.
- f. **Sample Analysis:** The collected effluent samples are analyzed to determine the concentration of the target micropollutants. This helps in assessing the adsorption efficiency of the adsorbent.
- g. **Data Interpretation:** The results are interpreted to evaluate the performance of the adsorbent. This includes calculating parameters such as breakthrough curves and adsorption capacity.

RSSCTs are advantageous because they require less time, material, and cost compared to full-scale pilot tests, while still providing valuable data for designing and optimizing water treatment processes.

### 3 PROJECT SCOPE OF WORK

The below tasks explain Montrose's approach for addressing the PFAS detected in eight (8) of the City of Vineland's municipal wells with concentrations above the MCL.

#### **Project Number 129-Phase 9 Engineering PFAS Support**

Montrose proposes using the next open phase (129-Phase 9) to track costs associated with professional services supporting the City of Vineland Water Utility for the PFAS in drinking water wells.

#### **Task 1: Professional Engineering Support for PFAS Treatment System Design**

The goal is to determine the best media, contact time, and vessel size required for each well to achieve zero PFAS. To date, the quarterly sampling for the wells with PFAS exceedances has only reported 6 PFAS compounds. For Montrose's comprehensive PFAS system design we want to determine if additional PFAS are present. Montrose will have the groundwater sample from the selected well used for the RSSCT analyzed for 40 PFAS compounds using EPA method 8327.

Once the RSSCT study is complete, Montrose will provide a capital and O&M cost summary report based on the data results for all viable adsorption media. The City of Vineland will be able to evaluate available current and future budgets to determine the best course of action in addressing the PFAS exceedances in their municipal wells.

#### **Task 2: Rapid Small-Scale Column Test (RSSCT) for PFAS Treatment System Design**

Montrose performs hundreds of RSSCT tests. However, if the city of Vineland would like to solicit three bids due to the RSSCT cost, Montrose will develop a request for proposal (RFP) for conducting the RSSCT. Under this option, Montrose will solicit a minimum of three subcontractor quotes for the RSSCT and submit them to the City for review and approval. Our proposal price includes the RSSCT, laboratory fees and RSSCT summary and findings.

Given the similar water quality, a single well sample (preferably post-air stripping and pre-pH adjustment, corrosion inhibitor, and chlorination) will be used. Five column tests will be run:

- Two different carbon media
- Two different non-regenerable resins
- One regenerable resin



It is estimated that two 55-gallon drums of post-aeration treatment water from the chosen municipal well treatment plant listed above will be needed for the testing. Below is a brief summary of the RSSCT procedure:

- a. **Column Setup at 1 location with 5 column tests evaluating two different carbon media, two different non-regenerable resins and one regenerable resin:** A small-scale column is packed with the prepared adsorbent. The column dimensions and packing density are carefully controlled to ensure consistency. The water sample containing the target micropollutants is prepared. The flow rate of the water through the column is set. This is a critical parameter as it affects the contact time between the water and the adsorbent. The water sample is passed through the column. The effluent (water exiting the column) is collected at regular intervals for analysis.
- b. **Sample Analysis:** The collected effluent samples are analyzed to determine the concentration of the target micropollutants. This helps in assessing the adsorption efficiency of the adsorbent.
- c. **Data Interpretation:** The results are interpreted to evaluate the performance of the adsorbent. This includes calculating parameters such as breakthrough curves and adsorption capacity.

### **Task 3: Laboratory Analyses (Raw & RSSCT)**

The following analyses are included in Montrose's proposal:

- One Raw Water Sample pre-RSSCT EPA Method 8327 reporting 40 compounds
- Thirty treated water samples for EPA Method 8327 reporting up to 40 PFAS compounds (six samples per column, five columns).

## **4 PROJECT SCHEDULE**

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The development of the RSSCT request for proposal (RFP), if required by the City is estimated to take 2 to 4 weeks, with review and approvals from the City. Proposals from vendors received within 3 to 4 weeks, which includes responding to comments. Review and selection of a the RSCCT provider is expected to be approximately 2 weeks.

A typical timeframe for a PFAS RSSCT is 10 to 12 weeks to perform and receive the analytical data. Evaluation of the data and developing the capital and operation and maintenance cost projections, which include preliminary equipment sizing and building dimensions is approximately 4 weeks. City of Vineland review and meetings is anticipated to be completed within another 4 weeks. Total estimated duration of this proposal is 25 to 30 weeks but can be reduced to 13 to 23 weeks if solicitation of RSSCT vendors is not required.

## **5 PROPOSED COST**

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Montrose estimates the cost to complete the proposed scope of work is as follows:



Tasks	Cost
Project 129- Phase 9	
Task 1 Professional Engineering Support for PFAS Treatment System Design	\$20,605
Task 2 RSSCT for PFAS Treatment System Design	\$28,700
Task 3 Laboratory Analyses (Raw & RSSCT)	\$10,160
<b>Total Project Lump Sum Cost Project 129- Phase 9</b>	<b>\$59,465</b>

Montrose will invoice the City of Vineland monthly.

Montrose agrees to maintain the required insurance coverage and will provide City of Vineland with an insurance certificate. This certificate will name City of Vineland as an additional insured, matching the coverage amount from the previous fiscal year and valid for the 2025 calendar year.

## 6 TERMS AND CONDITIONS

Montrose proposes to utilize the Terms and Conditions under the existing Professional Services Contract between the City of Vineland and Montrose executed February 1, 2025, and effective through January 31, 2025. (Attachment A).

We trust this proposal is consistent with your understanding and would be pleased to discuss any questions you may have. To accept the terms of this proposal, please sign and return the Proposal Acceptance Agreement.

This proposal is subject to adjustments to reflect any applicable changes in scope and/or law, including but not limited to revised requirements, regulatory guidance, client guidance, statutes, codes, ordinances, procedures, rules, regulations, and guidance documents that become effective after the date of this proposal and would materially affect the work to be performed.

## 7 ACCEPTANCE

Thank you for the opportunity to continue providing our professional engineering services to the City of Vineland Water & Sewer Utility. Montrose is ready to proceed upon acceptance of this proposal. If you find this proposal acceptable, please sign in the designated area below and return it to our office via mail, email, or fax. Should you have any questions, feel free to contact the undersigned at 609-320-2340.

Sincerely,

**Montrose Environmental Solutions, Inc.**

Regina C. Reeve  
 Designer and Water System Technician

Frederick (Rick) Shoyer, LSRP, N2  
 Principal Scientist



City of Vineland Water & Sewer Utility  
OPP-2025-2025-01-29-065505  
Proposal for Professional Engineering Services for PFAS RSSCT  
January 29, 2025

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**Enclosures:**


Attachment A – Montrose’s Standard Terms and Conditions





City of Vineland Water & Sewer Utility  
OPP-2025-2025-01-29-065505  
Proposal for Professional Engineering Services for PFAS RSSCT  
January 29, 2025

## PROPOSAL ACCEPTANCE AND AUTHORIZATION

Proposal Title	2025 Professional Engineering Services & PFAS RSSCT
Document # (if applicable):	OPP-2025-01-29-065505
Acceptance of this proposal by (Print Name):	JOSEPH J. PRATO
Signature	
Date:	2/27/25
Company:	City of Vineland Water & Sewer Utility

By signing this document, I am authorizing Montrose Environmental Solutions, Inc. (Montrose) to begin performing this project per the scope of services referenced in the above proposal. My signature represents a commitment to reimburse Montrose for all charges incurred per the fee schedule outlined in the proposal up to the time I request work to stop. The work stoppage date shall be issued in writing.

Please note, a confirming signed purchase order or contract must be received by Montrose a minimum of 7 days prior to initiation of the program. Personnel will not conduct any onsite work without authorization to proceed in the form of a purchase order or contract.

Should you have any questions or comments regarding this proposal, please do not hesitate to contact me at the following address:

Regina C. Reeve  
Montrose Environmental Solutions, Inc.  
500 Horizon Drive, Suite 540  
Robbinsville, NJ 08691  
609.320.2340  
[greeve@montrose-env.com](mailto:greeve@montrose-env.com)

Thank you again for this opportunity.

# **Attachment A**

Montrose's Standard Terms and Conditions





**MONTROSE ENVIRONMENTAL SOLUTIONS, INC.  
GENERAL TERMS AND CONDITIONS**

**1. SCOPE OF WORK; INTERPRETATION**

By submitting the proposal to which this document is attached, together with these General Terms and Conditions, client fee and rate schedule, and any other agreements, exhibits or schedules which are attached (together the "Proposal"), Montrose Environmental Solutions, Inc. (together with its affiliates, "Montrose") agrees to perform the services described in the Proposal ("Services"), provided, that this Proposal shall automatically terminate and shall not be binding upon Montrose unless accepted in writing by the person or entity to which the Proposal is addressed (the "Client") not less than sixty (60) days after the date first set forth in the Proposal. Acceptance by the Client shall be effective only upon delivery to Montrose of a properly executed Proposal acceptance. The Proposal is open for acceptance by the Client only and may not be accepted by any other person or entity, regardless of affiliation with the Client. Once properly accepted, the Proposal, including all attachments and these General Terms and Conditions (the "Agreement"), shall be binding upon both Client and Montrose. Additional services provided by Montrose to the Client shall be subject to and governed by these General Terms and Conditions and shall be provided at Montrose's then current standard rates, unless otherwise expressly agreed in writing.

**2. RIGHT OF ENTRY; SITE INFORMATION**

To the extent applicable to the Services, the Client will provide access and the right of entry to all Montrose and subcontractor personnel and equipment at the project site or sites as they may require in order to complete the Services. Client recognizes that some disturbance of site conditions may be a consequence of the performance of the Services. Unless otherwise specified in the Proposal, costs associated with restoring land or facilities to their former condition are to be borne exclusively by the Client.

Client shall provide to Montrose all available data and information relating to the Services and to the environmental, geologic, and geotechnical conditions of the site and surrounding area (if applicable). Client shall furnish plans to Montrose that accurately show the location of subsurface structures, including but not limited to pipes, tanks, cables, and utilities. All criteria, design, and construction standards, and other information relating to the Client's requirements for the Services, as applicable, shall be provided in writing to Montrose by the Client.

Should concealed or unknown conditions be encountered that are at variance with the conditions indicated by the materials and documents provided by Client, or should concealed or unknown conditions be of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in a project of the nature contemplated in the Services, Montrose shall not be responsible for any additional costs incurred by the Client in remedying such conditions. Further, the Client agrees to hold harmless, defend and indemnify Montrose from and against any and all liability arising out of any claims asserted by any party (including third parties) for additional costs incurred to remedy such conditions.

Should these concealed or unknown conditions result in a material change in the scope of Montrose's Services, Montrose and the Client agree to promptly and in good faith enter into renegotiation of this Agreement to facilitate Montrose's ability to continue to meet the Client's needs. If renegotiated terms cannot be agreed upon, the Client agrees that Montrose has an unconditional right to terminate this Agreement.

**3. CONSTRUCTION PROCEDURES (If Applicable)**

Unless otherwise stated in the Proposal, Montrose shall neither manage nor supervise construction. Montrose shall not be responsible for the acts or omissions of contractors or other parties in connection with the performance of Services. Montrose shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences, or procedures. Unless specifically stated as part of Montrose's scope of work or the Proposal, as applicable, Montrose will not implement or be responsible for health and safety procedures, or for safety precautions and programs. Montrose's testing or monitoring of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications, and safety requirements.

**4. INVOICES; PAYMENT; OPINIONS OF COST**

The Client shall pay to Montrose fees for professional services rendered in accordance with the Proposal and as provided in this Agreement. Unless otherwise stated in the Proposal, Montrose will submit invoices to Client monthly, with a final invoice upon completion of Services. To the extent applicable, and unless otherwise stated in the Proposal, each invoice will show separate charges



**MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**  
**GENERAL TERMS AND CONDITIONS**

for different personnel and expense classifications. There shall be no retainage or other amounts held back by the Client, unless otherwise agreed upon in the Proposal.

Payment of all invoiced amounts is due within thirty (30) days after Client's receipt of each invoice. For any amounts not paid when due, Montrose shall charge and Client shall pay interest charges, beginning on the thirty-first (31<sup>st</sup>) day after the Client's receipt of the invoice, at the rate of one and one-half percent (1 ½%) per month, or the maximum rate allowed by applicable law on past due accounts, whichever is less. Any attorney's fees, court costs and any other expenses incurred in collecting any delinquent amount shall be paid by Client. Montrose shall maintain title in all deliverables and equipment provided under this Agreement (if applicable) until such time as all invoices are paid in full. Montrose also reserves the right to withhold any reports or deliverables, or to suspend services until all invoices are paid in full.

Montrose may provide estimates of costs for remediation, construction or other Services, as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by Montrose. Additionally, these opinions are not intended to be used for financial disclosure related to the Financial Accounting Standards Board ("FASB") Statement No. 143, FASB Interpretation No. 47, the Sarbanes/Oxley Act or any United States Securities and Exchange Commission reporting obligations and may not be used for such purposes without the prior express written consent of Montrose.

**5. DOCUMENTATION; NONRELIANCE**

All documentation and work product produced specifically for or in connection with the Services (collectively, "Documentation") shall be delivered to Client upon completion of and payment for the Services, provided, that Montrose may keep a copy (in paper or electronic form) of such Documentation for its records. All Documentation shall be the exclusive property of Client, except to the extent such Documentation includes information, in whole or in part, that is or embodies proprietary information, trade secrets or other intellectual property of Montrose (to the extent included in the Documentation, the "Montrose Information"). Montrose hereby grants to Client the perpetual, fully paid right and license to use the Montrose Information for the purposes for which the Services are intended, but not to publicize, sell, transfer or otherwise use the Montrose Information. No articles, papers, treatises, or presentations referring to Services may be presented or otherwise published without the prior written consent of Client. Client agrees that all Documentation furnished to Client which is not paid for will be returned to Montrose upon demand and Client shall not have any rights in or with respect to such Documentation. Documentation and Montrose Information shall not be used by the Client for any purpose not expressly provided for in the Proposal without the prior written approval of Montrose.

Documentation produced by Montrose is not intended or represented by Montrose to be suitable for use or reliance beyond the scope or purpose for which it was originally prepared, or for anyone except the Client. Any such unauthorized use will be at the Client's or third party's sole risk.

**6. SAFETY; WASTE**

Subject to the indemnification provisions set forth herein, Montrose is only responsible for the safety of its own employees and subcontractors during the performance of the Services. Neither the professional activities of Montrose, nor the presence of Montrose's employees and subcontractors on the project site, if any, shall be construed to mean that Montrose has any responsibility for any activities on site performed by personnel other than Montrose's employees or its subcontractors.

Client acknowledges that Montrose has neither created nor contributed to the creation or existence of any hazardous, toxic or radioactive waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollutant, whether latent or patent, or the release thereof, or the violation of any law or regulation relating thereto at the site where the Services are being performed or in connection with the Services. Client covenants to indemnify, protect, hold harmless and defend Montrose and its affiliates, at Client's sole cost and expense, against the claims and demands of all persons or by any federal, state, county or municipal regulatory agency, made because of, or arising out of any operations conducted by the Client, its officers, directors, employees, agents, contractors or subcontractors. Further, where the Client requests Montrose to dispose of waste or to arrange for the disposal of waste, Client agrees that Montrose is not the owner, generator or possessor of the waste, and the client shall indemnify and hold Montrose, its affiliates, employees, officers, directors, members, agents, insurers, and consultants, and subcontractors harmless for any costs incurred in defending any action where it is alleged that Montrose is the owner, generator, or possessor of the waste. Client shall notify Montrose of any known or suspected health or safety hazards existing at any site where the work is to be performed including, but not limited to, the presence of any hazardous waste or hazardous substances and any aboveground or underground utilities.

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GENERAL TERMS AND CONDITIONS

7. DELAYS IN AND FAILURE TO PERFORM WORK

Montrose will not be responsible for damages due to delays in the performance of the Services, or any part thereof, caused by factors beyond the reasonable control of Montrose, including without limitation delays caused by any property owner, Client or Client's agents, other consultants, contractors or subcontractors. Stand-by or non-productive time for delays in work caused by Client will be charged to Client as work time unless provided for as a separate item in the Proposal. Further, Montrose shall not be liable for damages due to delay or cancellation of the Services, or part thereof, as a result of any delay due to any cause beyond Montrose's reasonable control including, but not limited to, act of God, embargo or other governmental acts, regulations or requirements, fire, sabotage, accident, pandemics, labor disputes, war, civil insurrection or riot, delay in transportation, or the inability to obtain necessary labor, permits or supplies. In the event of any such delay, the target date for completion of the Services may be extended for a period equal to the time lost by reason of the delay.

8. INSURANCE

Throughout the term of the project under the applicable purchase order, work order, Statement of Work or Proposal, Montrose will maintain in full force and effect the insurance coverages set forth below, at its sole cost and expense, covering the services of Montrose, its directors, officers, employees and agents:

- (i) Worker's compensation insurance in the statutory amount and employer's liability insurance in an amount not less than \$1,000,000 for all employees engaged in the Work.
- (ii) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, with not less than \$1,000,000 combined single limits.
- (iii) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Montrose or of any of its employees, agents, or subcontractors, with not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- (iv) Professional/Pollution liability insurance with not less than \$2,000,000 per claim.
- (v) Excess liability insurance with not less than \$5,000,000 per occurrence and in the aggregate.

Insurance coverage set forth in Sections 8 ii, iii, and v above shall name Client as additional insureds, and shall be endorsed to provide a waiver of subrogation against Client. Such insurance will be the primary coverage and Client shall have no obligation to pay Montrose's premiums.

9. LIMITED WARRANTIES

The Services will be performed in accordance with any Client's written instructions, consistent with the Proposal, in an efficient and expeditious manner consistent with good quality practices, and with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions (the "Limited Warranty"). Client recognizes that the Services require the interpretation of available data and that some level of uncertainty exists, despite Montrose's adherence to the Limited Warranty. All estimates, approvals, recommendations, opinions, and decisions are made on the basis of Montrose's experience, training and judgment and are not guaranteed. No other representation, guarantee or warranty, express or implied, in fact or by law, is made and Montrose hereby expressly disclaims all other representations, guarantees or warranties, including without limitation any implied warranties of merchantability or fitness for a particular use or purpose concerning any of the Services. In the event any Services provided by Montrose do not comply with the Limited Warranty, Client's sole and exclusive remedy shall be the completion of the Services in compliance with the limited warranty set forth herein or, at Montrose's option, the refund of that portion of the fees paid by Client with respect to which Montrose breached the Limited Warranty.

Montrose does not represent or warrant that any permit or approval will be issued by a governmental body. To the extent applicable to the Services, Montrose will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, Montrose cannot guarantee that any such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.

Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency

**MONTROSE ENVIRONMENTAL SOLUTIONS, INC.**  
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and other variables and that these factors, including cost, have been considered in the Client's selection of Services. To the extent applicable, Montrose's observations only represent conditions observed at the time of the site visit. Montrose is not responsible for changes that may occur to the site of Services after Montrose completes the Services.

The parties agree that any work product or data produced by Montrose are solely intended for use by Client and shall not be relied upon by any other party. No third party shall be a beneficiary of this Agreement.

**10. INDEMNIFICATION**

To the fullest extent permitted by applicable law, Montrose shall indemnify and hold harmless Client from and against any and all losses, damages, liabilities, and expenses, including reasonable legal fees and reasonable costs of investigation directly arising from claims or actions arising from the Services, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, but only to the extent caused by and negligent act or omission or willful misconduct of Montrose, except to the extent any losses, damages, liabilities, or expenses result from, are attributable to, or arise out of any negligence or willful misconduct of Client.

To the fullest extent permitted by applicable law, Client shall indemnify and hold harmless Montrose from and against any and all losses, damages, liabilities, and expenses, including reasonable legal fees and reasonable costs of investigation, resulting from or arising out of the negligence or willful misconduct on the part of Client or its contractors or agents, other than those liabilities for which Montrose is required to indemnify Client pursuant to this section. Client shall, at all times during the performance of the Services, maintain commercial general liability insurance in an amount sufficient, in Client's reasonable judgment, to satisfy its obligations hereunder. Client shall, upon request by Montrose, provide Montrose with a certificate evidencing such insurance.

**11. LIMITATION ON LIABILITY**

In no event shall the total aggregate liability or obligation of Montrose, its directors, officers, employees and agents, to Client or any other person or entity claiming by or through Client relating to the Project exceed the amounts recovered under the contractually required insurance coverages and amounts, plus no more than one-and-a-half times the total fees paid to Montrose under the applicable PO, Work Order or Statement of Work.

To the fullest extent permitted by applicable law, Client and Montrose waive against each other, and the other's employees, officers, directors, members, agents, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages, including lost profits, arising out of, resulting from, or in any way related to this Agreement or the Services.

**12. TAXES**

Any taxes that may be imposed upon the services described herein shall be the responsibility of Client and will be added to and become a part of the purchase price for the Services. The term "taxes" means all taxes, fees and assessments due, assessed or levied by any foreign, federal, state or local government or taxing authority, and any penalties, fines or interest thereon, which are imposed upon the provision of the Services described herein or upon the project which the Services support, but shall not include any taxes based upon the net income of Montrose. If Montrose is required by applicable law to pay or collect any taxes on account of the Services, then such taxes shall be paid by Client unless Client is exempt from such taxes and timely furnishes Montrose with a certificate of exemption.

**13. TERMINATION**

Either party may terminate the Services for any reason upon fifteen (15) days written notice to the other party. In the event that Client terminates the Services, Client shall pay all fees with respect to Services performed or committed to before the termination notice date, plus reasonable expenses of termination. The expenses of termination shall include all direct costs of Montrose, including without limitation reasonable demobilization costs and expenses. The termination of this Agreement by Montrose does not relieve the Client of any liability for fees due for services performed or committed to before the termination notice date, plus reasonable expenses of termination.

**14. INTERRUPTION OF SERVICES**

If the Services are suspended by the Client for more than 30 consecutive days, Montrose's compensation shall be equitably adjusted when the Services are resumed to provide for expenses incurred by the interruption and resumption of Montrose's services. If the Project

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is not resumed within 60 days, Montrose may, at its sole option, terminate this Agreement upon 15 days' notice to the Client.

**15. TESTIMONY**

The Client and Montrose recognize that the Project may involve some type of legal proceeding during or after the performance of the Services and that the time of Montrose employees is a principal resource from which Montrose derives revenue. Client also understands that incidents involving Client operations and Montrose Services may result in litigation requiring Montrose to spend time responding to discovery requests. Accordingly, if Montrose personnel, consultants, or subcontractor are called or subpoenaed for depositions, examination, or court appearances or required to provide information from Montrose files in any dispute arising out of the Services, the Client agrees to reimburse Montrose, its consultants and subcontractors on a time and material basis in accordance with then current standard billing rates for such matters, including all out of pocket costs incurred in connection with such matters.

**16. GOVERNING LAW; DISPUTE RESOLUTION**

This Agreement shall be governed by the laws and regulations of the state in which the Services are performed, unless the Services are performed remotely or in multiple states, in which case, this Agreement shall be governed by the laws and regulations of the state of Delaware. The Client and Montrose shall first attempt in good faith to resolve any dispute arising out of or in connection with Agreement promptly by negotiations between executives/managers who have authority to settle the controversy and who are at a higher level of management than the Client and Montrose project managers with direct responsibility for the Services. In the event that the parties are unable to resolve the dispute per the discussion described above, then the parties agree that they shall submit any and all unsettled claims, counterclaims, and other matters in question between them arising out of or relating to this Agreement or breach thereof ("Disputes") to mediation by a mutually agreed upon third party. Client and Montrose agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 30 days (subject to the availability of the agreed-upon mediator). Such mediation shall not be required, unless mutually agreed upon by the parties, for more than 3 days. If such mediation is unsuccessful in resolving a Dispute, then the parties may mutually agree to a dispute resolution of their choice or in the absence of such agreement the parties may exercise their rights at law. The costs of the mediator shall be borne equally as between Client and Montrose.

**17. MODIFICATION**

All changes, amendments or modifications to the Proposal or this Agreement must be in writing executed by both parties hereto. No oral statement shall in any manner change, amend, modify or otherwise alter the Proposal or this Agreement.

**18. NOTICES**

All notices, consents or requests desired or required to be given hereunder shall be in writing and shall be delivered in person or sent by (i) registered or certified mail, return receipt requested, postage prepaid, or (ii) an overnight delivery service with the capability to verify delivery, to the address of the other party set forth hereon or to such other address as such party shall have designated by proper notice.

**19. ASSIGNMENT**

Neither the Client nor Montrose may delegate, assign, sublet or transfer its duties or interest in the Services without the written consent of the other party.

**20. ENTIRE AGREEMENT**

The Proposal, including these General Terms and Conditions, contains the entire agreement and understanding between the parties relating to the Services. Any and all terms or conditions set forth on any order form, change order, acknowledgment, specifications or other documents supplied by Client are hereby expressly rejected by Montrose and shall not be binding upon either party unless expressly agreed to in writing.

**21. ACCRUAL OF CLAIMS**

To the fullest extent permitted by applicable law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of Services or termination of Services, whichever is earlier.

**22. CONFLICTS**

In the event that any one or more of the provisions of the Proposal or these General Terms and Conditions is determined by a court of

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competent jurisdiction to be invalid, unenforceable or illegal, such invalidity, unenforceability or illegality shall not affect any other provision hereof and the remaining provisions shall continue in full force and effect.

**23. WAIVER**

No waiver by either party of any default hereunder by the other party hereto shall operate as a waiver of any other default or of a similar default on a future occasion. No such waiver by either party shall be effective unless the same shall be in writing and signed by the waiving party.

**24. INDEPENDENT CONTRACTOR**

Each party hereto is an independent contractor, and nothing contained herein may be construed as creating a joint venture, partnership, licensor-licensee, principal-agent or mutual agency relationship between or among the parties. Neither party, by virtue of the Proposal or this Agreement, has any right or power to create any obligation, express or implied, on behalf of the other party. No employee, director, officer or consultant of either party will be deemed to be an employee of the other party by virtue of this Proposal or any sale made hereunder.

**25. UNFORESEEN OCCURRENCES**

If, during the performance of the Services, any unforeseen conditions or occurrences are encountered which, in Montrose's sole judgment, significantly affects or may affect the ability of Montrose to perform the Services, Montrose will promptly notify Client thereof. Subsequent to such notification, Montrose may: (a) if practicable, in Montrose's judgment and with approval of Client, complete the original scope of Services; (b) agree with Client to modify, in writing, the scope of Services and the estimate of charges for the Services; or (c) terminate the Services effective on the date of notification pursuant to the terms herein.

**26. CONFIDENTIALITY**

Montrose shall treat as confidential all information provided or made accessible to Montrose by Client ("Confidential Information"). Without the express written consent of Client, Montrose shall not disclose Confidential Information to any third party, nor use that information directly or indirectly, other than as contemplated by the Services or as required by law or court order. Notwithstanding the foregoing, Confidential Information does not include information that Montrose demonstrates (a) was in the possession of Montrose on a non-confidential basis before receipt from Client; (b) was or has become generally available to the public other than as a result of disclosure by Montrose or any of the directors, officers, employees, agents, consultants, advisors or other representatives of Montrose; (c) has become available to Montrose on a non-confidential basis from a source other than Client or Client's representatives, provided that the source is not known by Montrose to be bound by a confidentiality agreement with Client or otherwise prohibited from transmitting the information to Montrose by a contractual, legal, fiduciary, or other obligation; or (d) which is required to be disclosed by judicial or administrative process, provided Montrose must promptly notify Client and allow Client a reasonable time to oppose that process if appropriate in the sole discretion of Client. Unless requested otherwise, the Client grants Montrose the permission and right to use the Client's name and a general description of the Project as a reference for other prospective clients.